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AIR MONITORING STATIONS

PRELIMINARY REAL ESTATE PLAN

June, 2018

Author:
Gary Watkins,
Infrastructure Planning

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Overall Figure of LANL Airnet stations subject to licensing agreement renewal (current and proposed)

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Explanation of Need:

This Preliminary Real Estate Plan focuses on the existing Air Monitoring Stations currently under contract and two new proposed stations. The purpose of this package is to provide information necessary for the Department of Energy (DOE) National Nuclear Security Administration (NNSA) to negotiate with the entities currently under contract as these contracts expire at the end of September, 2019.

The renewal of four license agreements (Subcontract No. 318114, 318118, 318122 and 318123) for the Los Alamos National Laboratory (LANL) air monitoring stations (Airnet) is required as these air monitoring stations collectively enable LANL operations to fully comply with ambient air sampling requirements under 40 CFR 61.93 – *National Emission Standards for Emissions of Radionuclides Other Than Radon from Department of Energy Facilities*. The agreements expire on September 30, 2019 and the renewals must be fully executed by October 01, 2019 to ensure air monitoring continues in compliance with 40 CFR 61.93.

Executive Summary

LANL is required to utilize an air monitoring system at the LANL boundaries to ensure the safety of the public. This system constitutes the LANL Airnet Program compliance network and is a collection of air monitoring stations positioned in specific locations per Environmental Protection Agency (EPA) regulatory requirements. A number of these Airnet stations reside on property outside the LANL boundaries. For example, existing stations exist on Los Alamos County (County) property, Los Alamos Public School (LAPS) property, a local business and on private property. This Preliminary Real Estate Plan is required for the renewal of existing agreements to the County, the LAPS a local business and to a private property land owner for access to and operation of Airnet stations and associated infrastructure located on their property.

Background

In 2015, the LANS entered into license agreements with the County, the Los Alamos Public Schools (LAPS), a private business (J&L Storage and Vans, LLC) and a private citizen (Cindy Martinez) for the operation and maintenance of Airnet stations and/or associated infrastructure located on their property.

Some stations are located entirely on non-DOE property and other stations are located on DOE property with power provided by non-DOE entities. There are currently 17 air monitoring stations located on, or intersecting with, non-DOE property. 14 stations are located on or require power from County property, 1 on LAPS property, 1 requiring power from J&L Storage property and 1 on private property. In addition, two new stations are proposed to be operated on County property (see Figure 1).

The Airnet stations are located along the LANL perimeter and in one regional location are sited to be representative of potential exposures by members of the public to airborne radioactive material generated by LANL operations. The stations are specifically tasked to measure air emissions sources such as site operations, demolition activities, evaporation ponds, and legacy

contamination site environmental remediation activities. These stations also measure radiological emissions from LANL point sources, such as exhaust stacks on nuclear facilities. The siting plan for these stations has a technical and regulatory basis and was developed in conjunction with regulators from EPA Region 6. The plan includes a string of stations along the northern LANL boundary with the Los Alamos town site; a smaller string along the southeast border with the White Rock community; and specially located stations to address other population centers within and around DOE property and the LANL site. This compliance network has been approved by EPA Region 6. Each station, has a ten foot diameter which calculates to .007 acres. A map of each the current and proposed stations is provided in Appendix A. The stations are operated continuously, and are equipped with radio telemetry to notify staff of any system failures. Air samples are exchanged every two weeks and sent to an analytical laboratory for analysis. Results are documented in annual compliance reports to EPA Region 6 and in the Annual Environmental Report, published annually by Triad National Security, LLC (Triad). Table 1 summarizes the station number, name, existing sub-contract number, property and power source and Facility Information Management System (FIMS) ID.

Station Number	Station Name	Sub Contract	Property Owner	Power Source	Lat (DMS)	Long (DMS)
114	Airport Terminal	New Station	LA County	LA County	35 52 55.73 N	106 16 33.29 W
119	Rocket Park	318114	LA County	LA County	35 49 27.47 N	106 12 43.65 W
137	Well PM-1	318123	DOE	LA County	35 51 33.70 N	106 13 31.58 W
149	48 th Street	318114	LA County	LA County	35 52 58.08 N	106 19 44.04 W
151	Royal Crest	318123	DOE	LA County	35 52 19.86 N	106 17 59.03 W
166	McDonald's	318123	DOE	J&L Storage	35 52 41.54 N	106 17 50.55 W
167	White Rock Fire Station	318114	LA County	LA County	35 49 39.78 N	106 12 19.17 W
172	Los Alamos Landfill	318123	DOE	LA County	35 52 40.10 N	106 19 01.42 W
213	Monte Rey South	318114	LA County	LA County	35 48 40.58 N	106 13 29.68 W
234	El Rancho	318122	Cindy Martinez	Cindy Martinez	35 53 42.54 N	106 04 34.32 W
290	Airport Road	318114	LA County	LA County	35 52 51.33 N	106 16 45.71 W
291	Knights of Columbus	318114	LA County	LA County	35 52 46.99 N	106 17 27.96 W
317	DP Road	318114	LA County	LA County	35 52 44.65 N	106 17 01.50 W
324	Hillside 138	318118	LA Public Schools	LA Public Schools	35 52 42.15 N	106 18 13.43 W
340	DP Road	New Station	LA County	LA County	35 52 46.15 N	106 16 14.12 W
348	NM 502 Mid-Runway	318114	LA County	LA County	35 52 44.40 N	106 16 04.80 W
395	East Gate Tank	318123	DOE	LA County	35 52 28.98 N	106 14 56.63 W
396	Co-Op Market	318114	LA County	LA County	35 52 38.15 N	106 15 44.73 W
397	West Runway	318114	LA County	LA County	35 52 47.84 N	106 16 23.75 W

Table 1: Summary of LANL Airnet stations subject to licensing agreement renewal (current and proposed)

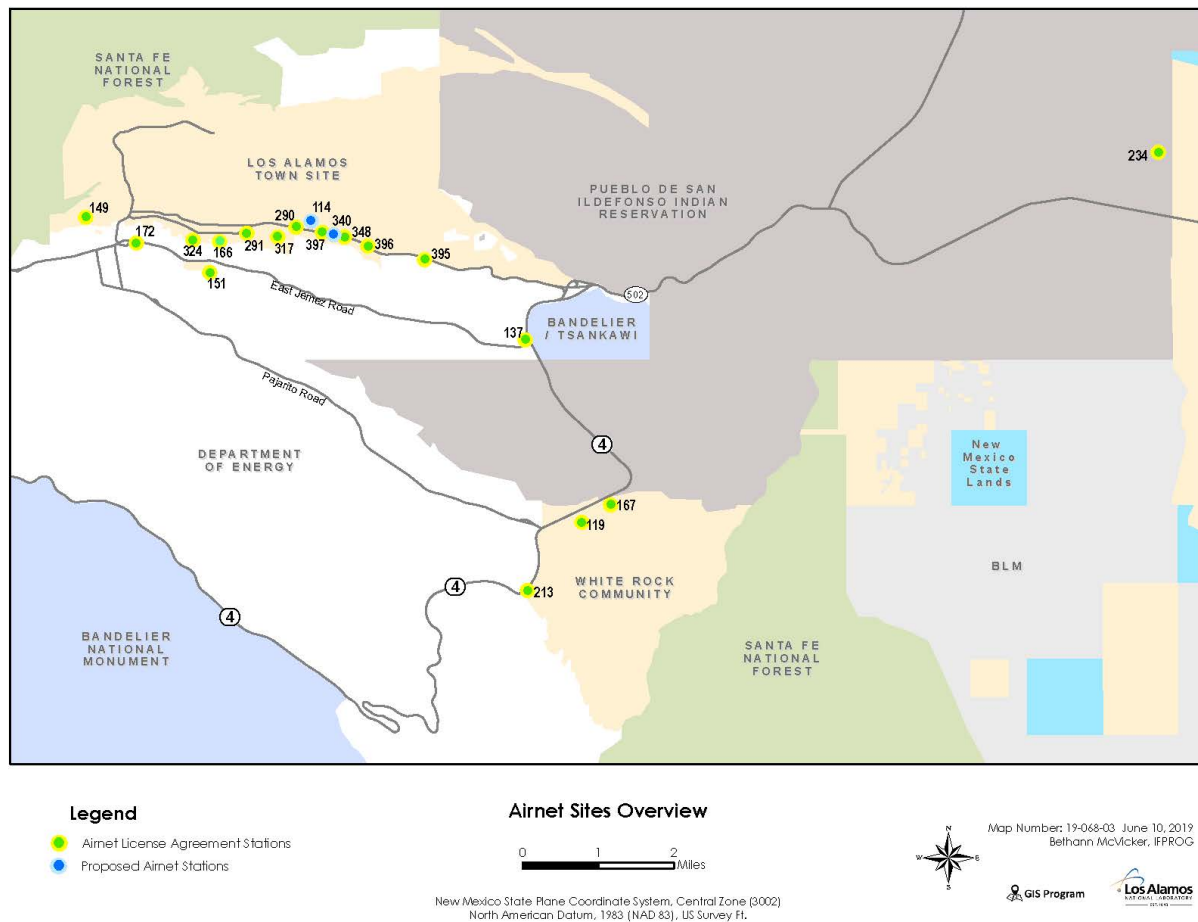


Figure 1: Locations of LANL Airnet stations subject to licensing agreement renewal (current and proposed)

LANL has recently reviewed current operations and has determined the need for two new stations to be added to cover changes in activities and operations and to improve detection capability. Specifically, LANL needs to operate two new air monitoring stations in locations that address monitoring requirements for potential radiological air emissions associated with anticipated legacy contamination environmental remediation activities at technical area 21 (TA-21). The monitoring stations will be operated by LANL on County property north of TA-21 (see Figure 1).

Period of Need

Triad requests a renewal of each license agreement for the maximum term allowable by the property owner.

The actual requirement for duration of monitoring is for the operational life of the LANL Site. These stations and this program are part of the enduring regulatory compliance mission. At some future point, EPA/DOE may choose to renegotiate how this compliance program is implemented, but until that point, these monitoring stations are required to be fully

operational. If the property owner declines to host the station, alternative options will have to be found to ensure compliance with 40 CFR 61.93.

Modifications

There are no additional modifications or improvements planned at this time for the existing Airnet station network. The existing stations and associated infrastructure are currently placed on the monitoring site and, other than infrastructure maintenance activities, will remain unchanged. In the future, if existing stations require modification, or additional stations are required, then the appropriate property owner(s) must be notified and the associated licensing agreement(s) must be modified as necessary.

Additions

Triad is responsible for complying with the requirements under 40 CFR 61.93. Due to the nature of EM activities at TA-21, two new monitoring stations are required for the duration of the remediation work.

Two new stations will be operated on County property in locations that address monitoring requirements for air emissions associated with anticipated legacy contamination environmental remediation activities at technical area 21 (TA-21). One of these stations will be new and will require siting. The second station already exists but was previously de-activated. This station will be re-activated in the current location on County property. All necessary discussions and negotiations associated with these new stations must be completed prior to initiating station operations. These two new stations will begin operation prior to commencement of remediation activities at TA-21. The reactivated station will require electrical power; for the newly-sited station, LANL is exploring solar power options, but will still require access to and use of the site.

Consideration

Under the current license agreements, Triad pays one hundred dollars (\$100) per month, per licensed premises (Airnet Station). It is assumed that the per station payment amounts will remain the same for the renewed license agreements. These contracted payments are based on an updated estimate from 2018 (see Appendix A), and have been kept at this amount for over a decade. See Appendix A.

The \$100/month fee covers electricity usage (about \$68/month) plus access and inconvenience to property owner.

Site Specific Requirements

Access Requirements

Triad should continue to have access to the monitoring sites and all associated infrastructure 24 hours per day and seven days a week.

Utility Requirements

The current terms and conditions associated with utilities should remain the same.

Availability of Funds

The monthly consideration will be paid the NNSA's Management and Operating Contractor, Triad. Below is the funds authorization.

Org Code	Project Number	Task Number	Expenditure Type	Order Type	Source System	Order Number	Order Line Number	Vendor Name	Requestor Name	Buyer Name
BA030A	WE7100	AIRN0000	62100000	PO	ORACLE	318114	1	LOS ALAMOS COUNTY	Fuehne, David Patrick (Dave)	Montoya, Joleen Bernadette
BA030A	WE7100	AIRN0000	62100000	PO	ORACLE	318118	1	LOS ALAMOS PUBLIC SCHOOLS	Fuehne, David Patrick (Dave)	Gonzalez, Nancy Marie
BA030A	WE7100	AIRN0000	62100000	PO	ORACLE	318122	1	CINDY MARTINEZ	Fuehne, David Patrick (Dave)	Velarde, Vanessa E
BA030A	WE7100	AIRN0000	62100000	PO	ORACLE	318123	1	J&L SELF STORAGE & VANS LLC	Fuehne, David Patrick (Dave)	Gigax, Lydia

Environmental Impacts

The licensing renewal is an administrative action that does not have any direct impacts on the environment. The field office has determined that the renewal of four license agreements (Subcontract No. 318114, 318118, 318122 and 318123) for LANL air monitoring stations is covered under 10 Code of Federal Regulations Part 1021 National Environmental Policy Act Implementing Procedures and fits within a class of actions listed in Appendix A to subpart D. This is a routine and administrative action necessary to support the normal conduct of DOE business. No further National Environmental Policy act action is required.

Security Considerations

There are no additional security requirements or considerations required for the renewal.

Notification of Transfer or Sale of Property

DOE NNSA and Triad shall be notified 90 days prior to the transfer or sale of property

Site Restoration

Upon expiration or termination of the agreement, DOE NNSA and Triad must return and vacate the premises in the same condition subject to normal wear and tear. It is anticipated this would consist of removing the station and performing minor raking and/or leveling of the soil.

Options

No other options were evaluated. The current air monitoring stations are installed. All necessary discussions and negotiations with the County for the two new stations must be completed prior to initiating station installation and/or operation.

Recommendation

Triad recommends that NNSA proceeds with the renewal of the real estate agreements with the four listed parties - Los Alamos County, Los Alamos Public Schools, the local business and the private property owner.

Attachment 1

Subcontract No. 318114 – License Agreement with Los Alamos County

- Modification Number 1 to License Agreement #318114
- LANL Airnet Stations Using Los Alamos County Electrical Service Under License Agreement #318114

License Agreement

Subcontractor: Los Alamos County
Los Alamos County Airport
Address: 1000 Central Ave.
Los Alamos, NM 87544
Contact: Cathy Crane
Telephone: 505-662-8198
Facsimile: 505-662-8005
E-mail: catherine.crane@lacnm.us
D-U-N-S No.: 069423424
Subcontract No.: 318114
NAICS Code: 221122

This License Agreement ("Agreement"), effective on the date of signature by the last party to sign, is hereby made and entered into by and between Los Alamos National Security, LLC (CONTRACTOR) and the above named SUBCONTRACTOR.

1. **License.** Subject to the terms and conditions of this Agreement, SUBCONTRACTOR grants a license to CONTRACTOR to install, operate, inspect and maintain air monitoring equipment ("Equipment") on SUBCONTRACTOR's property commonly known as Los Alamos County properties identified in Attachment 1 ("Licensed Premises"), at a location that is mutually acceptable to both parties.
2. **Payment.** CONTRACTOR shall pay SUBCONTRACTOR One Hundred Dollars (\$100) per month per licensed premises for this license. Payment is due on or before the end of each month that the Equipment is in place.
3. **Utilities.** SUBCONTRACTOR will provide electricity to operate the Equipment at no additional cost and CONTRACTOR is granted the license to run an underground electric line from the closest source of electricity to the Equipment. The Equipment shall be equipped and connected with a fuseable exterior disconnect to the utility source.
 - a) If CONTRACTOR desires to install any additional electrical wiring, fittings and fixtures, subject to first obtaining SUBCONTRACTOR's written approval, CONTRACTOR will be responsible for all costs of installation and compliance with applicable SUBCONTRACTOR statutes, rules and regulations. CONTRACTOR shall remove all electrical wiring, fittings and fixtures within thirty (30) days of the termination of this Agreement.
 - b) CONTRACTOR shall relocate its electrical wiring and fixtures when SUBCONTRACTOR replaces its utility poles or transformers. CONTRACTOR shall relocate its electrical wiring and fixtures to the new utility source (pole or transformer), at its own cost, within 30 days of notification by the SUBCONTRACTOR.
 - c) CONTRACTOR shall provide a map to SUBCONTRACTOR illustrating all CONTRACTOR monitoring equipment locations. The map shall include the SUBCONTRACTOR's utility pole number or nearest utility source; i.e. transformer number. The map shall be provided within 30 days of this agreement taking effect.
4. **Site Access.** CONTRACTOR will have 24 hours per day, 7 days per week site access to all Equipment for the purposes of this Agreement.
5. **Applicable Law and Regulations.** CONTRACTOR will comply with all applicable health, safety, and environmental laws, directives, ordinances, regulations or statutes applicable to this Agreement. This Agreement shall be governed by the laws of the State of New Mexico.

6. **Use of Licensed Premises.** CONTRACTOR shall not have exclusive use of the Licensed Premises; SUBCONTRACTOR will have the right to use the Licensed Premises for any purpose that does not interfere with CONTRACTOR's license. Nothing in this Agreement shall be deemed to grant a real property lease to CONTRACTOR.
7. **Maintenance of Premises.** CONTRACTOR shall maintain the Licensed Premises in good condition. On the expiration of the term of this Agreement or earlier termination thereof, CONTRACTOR shall hand over vacant and peaceful possession of the Licensed Premises to SUBCONTRACTOR in the same condition in which the premises now exist, subject to normal wear and tear.
8. **Liability.** CONTRACTOR shall be responsible for all claims, liabilities, losses, and damages in favor of third parties, including claims for costs and attorneys' fees, arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the negligent or willful acts or omissions of CONTRACTOR, its subcontractors or of anyone acting under its direction or control, or on its behalf in connection with this Agreement. Subject to the applicable limitation of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-3, SUBCONTRACTOR shall not be liable for any damage, injury, theft, claim or other basis for liability to third parties in connection with this Agreement except to the extent that such damage, injury or theft arises from the negligent or willful acts or omissions of SUBCONTRACTOR or SUBCONTRACTOR's invitees..
9. **Sale of SUBCONTRACTOR's Property.** SUBCONTRACTOR shall notify CONTRACTOR within ten (10) days of any sale, foreclosure, or other transfer of title of the property where the Licensed Premises are located.
10. **Assignment.** CONTRACTOR is not entitled to transfer the benefits of this Agreement to anyone else or allow anyone else to occupy the Licensed Premises or any part thereof. However, CONTRACTOR may, without notice to SUBCONTRACTOR, assign or transfer its rights and responsibilities under this Agreement to a follow-on prime contractor at LANL, if the current prime contract between CONTRACTOR and DOE/NNSA to manage and operate LANL is not renewed or extended, and only if the follow-on prime contractor agrees to be bound by the terms of this Agreement.
11. **Notices.** Any notice from CONTRACTOR to SUBCONTRACTOR shall be sent by email to catherine.crane@lacnm.us or by regular U.S. mail to Dept. of Public Utilities, Los Alamos County, 1000 Central Ave., Suite 130, Los Alamos, NM 87544. Any notice from SUBCONTRACTOR to CONTRACTOR shall be sent by email to tlv@lanl.gov or by regular U.S. mail to Terri Villareal, Los Alamos National Security, Los Alamos National Laboratory, P.O. Box 1663, Mail Stop D442, Los Alamos, NM 87545.
12. **Modification.** No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon a party unless in writing signed by both parties.
13. **Agreement Headings.** All Article headings have been inserted for convenience of reference only and shall in no way affect the interpretation of any of the provisions of this Agreement.
14. **Term of the Agreement.** The term of this Agreement, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this Agreement, is 24 months commencing on October 1, 2014 and ending on September 30, 2016.
15. **Termination.** Either party may terminate the Agreement after thirty (30) days written notice to the other party.
16. **Entire Agreement and Severability.** This Agreement embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein. This Agreement shall be binding upon the parties hereto, their respective successors

and assigns. In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

17. **Disputes.** If a dispute arises that cannot be resolved at the lowest levels with appropriate designated authority, the dispute shall be presented to the next higher level of management for resolution. The Parties shall, in good faith, attempt to resolve disputes at the lowest possible level. In the event the Parties are unable to resolve their disputes informally, the Parties may take any necessary legal actions in the First Judicial District Court, County of Los Alamos, State of New Mexico.

For the CONTRACTOR:

For the SUBCONTRACTOR:

By: Terri Villareal
Name: Terri Villareal
Title: Subcontract Administrator
Date: 3/16/15

By: Rafael de la Torre
Name: RAFAEL DE LA TORRE
Title: DEPUTY UTILITY MGR-ED
Date: March 10, 2015

Modification Number 3

SUBCONTRACTOR: Los Alamos County Airport
Address: 1000 Central Avenue
Los Alamos, NM 87544-0090
Contact: Joann Gentry
Telephone: 505-662-8004
E-mail: joann.gentry@lanl.us

CONTRACTOR: Los Alamos National Security, LLC
Address: P.O. Box 1663, MS D442
Los Alamos, NM 87544
Subcontract Administrator: Arthur Dillon
Telephone: 505-667-4538
E-mail: adillon@lanl.gov

SUBCONTRACTOR ☒ is ☐ is not required to sign this modification.

The subcontract between CONTRACTOR and SUBCONTRACTOR is modified as described herein. Except as modified, all other terms and conditions remain unchanged and in full force and effect. This modification is effective on the date of signature by the last party to sign.

MODIFICATION

Modification No. 3 is written to extend this Agreement through September 30, 2019.

- 318114- A.D. 12-13-2018
1. License Agreement 318114, Article 15, Term of the Agreement, is revised as follows:
"The term of this Agreement, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this Agreement, is sixty (60) months commencing on October 1, 2014 and ending on September 30, 2019."
 2. Incorporate Attachment 1, Description of Sites, dated 8/29/2018.

The undersigned personally assert that they are authorized to execute this modification on behalf of the parties.

For SUBCONTRACTOR:

By: Rafael De La Torre
Name: Rafael De La Torre
Title: Deputy Utility Manager
Date: 9-5-18

For CONTRACTOR:

By: Arthur Dillon
Name: Arthur Dillon
Title: Subcontract Administrator
Date: 8-29-2018

U.S. Department of Energy
Facilities Information Management System
Ingrant Land Complete Information Report

Field Office: 02 Los Alamos Field Office

Site: 02001 Los Alamos National Laboratory - NNSA

Area: 002 Los Alamos National Laboratory

Property ID	Property Name	Usage Code	Ownership
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318114 AIRNET STATIONS NOT ON LANL PROPERTY**80 Other Land****Contractor License****Property**

Real Property Unique ID: 218667
 Alternate Name: AIRNET STATIONS NOT ON LANL
 HQ Program Office: NNSA
 Status: Active Land
 Status Date:
 Outgrant Indicator: No
 Mission Dependency: Not Mission Dependent
 Core Capability - 1: C12 Support of Other Mission / Program Capability
 Using Organization: Department of Energy
 Estimated Disposition Year:
 Main Location: TA-3 SM-30, Bikini Atoll Road
 Location City/State/Zip: Los Alamos NM 87545
 Location County: Los Alamos
 Location Congressional Dist: 3

Ingrant

Grantor: LOS ALAMOS COUNTY
 Lease Authority: Independent Statutory
 Grantee: LOS ALAMOS NATIONAL SECURITY,
 Initial Date: 10/21/2014
 Effective Date: 10/21/2014
 Expiration Date: 09/30/2019
 Contract No: 318114
 Annual Rent: \$ 1,200.00
 Other Cost: \$ 0.00
 Renewal/Rent Next:
 Grantee Cancel Rights: Yes
 Grantor Cancel Rights: Yes

Dimensions/Cost/Maintenance

Size: 0.01 ACRES
 Total Adjustments: \$ 0.00
 Operating Cost:
 Grounds Cost: \$ 0

Notes

Notes: (limit 5000 characters)

NEW LAND ENTRY FOR THE PLACEMENT OF AIRNET STATIONS #1119 ROCKET PARK - WHITE ROCK; PINON PARK; BETWEEN TENNIS COURTS AND DINING PAVILLION. POWER FROM POLE 6112, #149 48TH STREET - 175 METERS SSW OF INTERSECTION OF TRINITY CURVE AND 48TH ST. POWER FROM POLE 181, #167 WHITE ROCK FIRE STATION - NE OF BUILDING AT 60 ROVER BLVD. POWER FROM POLE 6272, #213 WHITE ROCK MONTE REY SOUTH - INTERSECTION OF MONTE REY DRIVE SOUTH AND HIGHWAY NM-4. POWER FROM UNDERGROUND; BOX 7022, #290 AIRPORT ROAD - INTERSECTION OF AIRPORT ROAD AND STATE ROAD NM-502 (TRINITY DRIVE). POWER FROM UNDERGROUND BOX 1102/25, #291 KNIGHTS OF COLUMBUS - NORTH SIDE OF DP ROAD, JUST EAST OF BUILDING AT 104 DP ROAD (K-OF-C). POWER: UNABLE TO LOCATE LABELED POWER SOURCE, #317 DP ROAD - NORTH OF DP ROAD, SOUTHEAST OF BUILDING AT 28 DP ROAD. POWER FROM UNDERGROUND, BOX 278, #348, SR502/MID-RUNWAY - NORTH OF STATE ROAD 502. ONE OF SEVERAL STATIONS ALONG RUNWAY. POWER FROM UNDERGROUND, BOX 2624, #396 CO-OP MARKET - NORTH SIDE OF NM 502, 120 METERS WEST OF CANYON RIM EAST TRAILHEAD. POWER: UNABLE TO LOCATE LABELED POWER SOURCE, AND #397 WEST RUNWAY - NORTH SIDE OF STATE ROAD NM 502, 600 METERS EAST OF AIRPORT ROAD. POWER: UNABLE TO LOCATE LABELED POWER SOURCE PER DAVE FUEHNE. EPC-CP ON EMAIL DATED 12/10/2018.

Save

✕ Close

Attachment 2

Subcontract No. 318118 – License Agreement with Los Alamos Public Schools

License Agreement

Subcontractor: Los Alamos Public Schools **Subcontract No.:** 318118
Address: P.O. Box 90
Los Alamos, NM 87544
Contact: Joanie Ahlers
Telephone: 505-663-3281
Facsimile: N/A
E-mail: j.ahlers@laschools.net
D-U-N-S No.: N/A **NAICS Code:** 221122

This License Agreement ("Agreement"), effective on the date of signature by the last party to sign, is hereby made and entered into by and between Los Alamos National Security, LLC (CONTRACTOR) and the above named SUBCONTRACTOR.

1. **License.** Subject to the terms and conditions of this Agreement, SUBCONTRACTOR grants a license to CONTRACTOR to install, operate, inspect and maintain air monitoring equipment ("Equipment") on SUBCONTRACTOR's property commonly known as #324 Hillside ("Licensed Premises"), at a location that is mutually acceptable to both parties.
2. **Payment.** CONTRACTOR shall pay SUBCONTRACTOR One Hundred Dollars (\$100) per month for this license. Payment is due on or before the end of each month that the Equipment is in place.
3. **Utilities.** SUBCONTRACTOR will provide electricity to operate the Equipment at no additional cost and CONTRACTOR is granted the license to run an underground electric line from the closest source of electricity to the Equipment. The Equipment has normal electricity fittings and fixtures. If CONTRACTOR desires to install any additional fittings and fixtures, subject to first obtaining SUBCONTRACTOR's written approval, CONTRACTOR will be responsible for all costs of installation and compliance with applicable statutes, rules and regulations. CONTRACTOR shall remove such fittings and fixtures within thirty (30) days of the termination of this Agreement.
4. **Site Access.** CONTRACTOR will have 24 hours per day, 7 days per week site access to all Equipment for the purposes of this Agreement.
5. **Applicable Law and Regulations.** CONTRACTOR will comply with all applicable health, safety, and environmental laws, directives, ordinances, regulations or statutes applicable to this Agreement. This Agreement shall be governed by the laws of the State of New Mexico.
6. **Notice of Unsafe Conditions.** SUBCONTRACTOR shall give CONTRACTOR advance notice of any unsafe conditions that, to the best of SUBCONTRACTOR's knowledge, may exist on the property.
7. **Use of Licensed Premises.** CONTRACTOR shall not have exclusive use of the Licensed Premises; SUBCONTRACTOR will have the right to use the Licensed Premises for any purpose that does not interfere with CONTRACTOR's license. Nothing in this Agreement shall be deemed to grant a real property lease to CONTRACTOR.
8. **Maintenance of Premises.** CONTRACTOR shall maintain the Licensed Premises in good condition. On the expiration of the term of this Agreement or earlier termination thereof, CONTRACTOR shall hand over vacant and peaceful possession of the Licensed Premises to SUBCONTRACTOR in the same condition in which the premises now exist, subject to normal wear and tear.
9. **Liability.** CONTRACTOR shall be responsible for all claims, liabilities, losses, and damages in favor of third parties, including claims for costs and attorneys' fees, arising out of any actual or alleged

personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the negligent or willful acts or omissions of CONTRACTOR, its subcontractors or of anyone acting under its direction or control, or on its behalf in connection with this Agreement. Subject to the applicable limitation of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-3, SUBCONTRACTOR shall not be liable for any damage, injury, theft, claim or other basis for liability to third parties in connection with this Agreement except to the extent that such damage, injury or theft arises from the negligent or willful acts or omissions of SUBCONTRACTOR or SUBCONTRACTOR's invitees..

10. **Sale of SUBCONTRACTOR's Property.** SUBCONTRACTOR shall notify CONTRACTOR within ten (10) days of any sale, foreclosure, or other transfer of title of the property where the Licensed Premises are located.
11. **Assignment.** CONTRACTOR is not entitled to transfer the benefits of this Agreement to anyone else or allow anyone else to occupy the Licensed Premises or any part thereof. However, CONTRACTOR may, without notice to SUBCONTRACTOR, assign or transfer its rights and responsibilities under this Agreement to a follow-on prime contractor at LANL, if the current prime contract between CONTRACTOR and DOE/NNSA to manage and operate LANL is not renewed or extended, and only if the follow-on prime contractor agrees to be bound by the terms of this Agreement.
12. **Notices.** Any notice from CONTRACTOR to SUBCONTRACTOR shall be sent by email to j.ahlers@laschools.net or by regular U.S. mail to Joanie Ahlers, Los Alamos Public Schools, P.O. Box 90, Los Alamos, NM 87544. Any notice from SUBCONTRACTOR to CONTRACTOR shall be sent by email to tlvl@lanl.gov or by regular U.S. mail to Terri Villareal, Los Alamos National Security, Los Alamos National Laboratory, P.O. Box 1663, Mail Stop D442, Los Alamos, NM 87545.
13. **Modification.** No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon a party unless in writing signed by both parties.
14. **Agreement Headings.** All Article headings have been inserted for convenience of reference only and shall in no way affect the interpretation of any of the provisions of this Agreement.
15. **Term of the Agreement.** The term of this Agreement, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this Agreement, is 24 months commencing on October 1, 2014 and ending on September 30, 2016.
16. **Termination.** Either party may terminate the Agreement after thirty (30) days written notice to the other party.
17. **Entire Agreement and Severability.** This Agreement embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein. This Agreement shall be binding upon the parties hereto, their respective successors and assigns. In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.
18. **Disputes.** If a dispute arises that cannot be resolved at the lowest levels with appropriate designated authority, the dispute shall be presented to the next higher level of management for resolution. The Parties shall, in good faith, attempt to resolve disputes at the lowest possible level. In the event the Parties are unable to resolve their disputes informally, the Parties may take any necessary legal actions in the First Judicial District Court, County of Los Alamos, State of New Mexico.

For the CONTRACTOR:

By: Terri Villareal
Name: Terri Villareal
Title: Subcontract Administrator
Date: 3/5/15

For the SUBCONTRACTOR:

By: Joan Ahlers
Name: Joan Ahlers
Title: COO
Date: 3/5/15

Modification Number 3

SUBCONTRACTOR: Los Alamos Public Schools
Address: P.O. Box 50
Los Alamos, NM 87544-0090
Contact: Constance Clark
Telephone: 505-663-2237
E-mail: c.clark@laschools.net

CONTRACTOR: Los Alamos National Security, LLC
Address: P.O. Box 1663, MS D442
Los Alamos, NM 87544
Subcontract Administrator: Arthur Dillon
Telephone: 505-667-4538
E-mail: adillon@lanl.gov

SUBCONTRACTOR ☒ is ☐ is not required to sign this modification.

The subcontract between CONTRACTOR and SUBCONTRACTOR is modified as described herein. Except as modified, all other terms and conditions remain unchanged and in full force and effect. This modification is effective on the date of signature by the last party to sign.

MODIFICATION

1. Modification No. 3 is written to extend this Agreement through September 30, 2019.

License Agreement 318118, Article 15, Term of the Agreement, is revised as follows:
"The term of this Agreement, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this Agreement, is sixty (60) months commencing on October 1, 2014 and ending on September 30, 2019."

The undersigned personally assert that they are authorized to execute this modification on behalf of the parties.

For SUBCONTRACTOR:

By:



Name: Constance Clark

Title: Strategic Assets Coordinator

Date: 8-31-2018

For CONTRACTOR:

By:



Name: Arthur Dillon

Title: Subcontract Administrator

Date: 8-29-2018

U.S. Department of Energy
Facilities Information Management System
Ingrant Land Complete Information Report

Field Office: 02 Los Alamos Field Office

Site: 02001 Los Alamos National Laboratory - NNSA

Area: 002 Los Alamos National Laboratory

Property ID

Property Name

Usage Code

Ownership

318118

HILLSIDE AIRNET STATION #324

80 Other Land

Contractor License

Property

Real Property Unique ID: 218665
Alternate Name: AIRNET STATION #324 - HILLSIDE
HQ Program Office: NNSA
Status: Active Land
Status Date:
Outgrant Indicator: No
Mission Dependency: Not Mission Dependent
Core Capability - 1: C12 Support of Other Mission / Program Capability
Using Organization: Department of Energy
Estimated Disposition Year: 8888
Main Location: TA-3 SM-30, Bikini Atoll Road
Location City/State/Zip: Los Alamos NM 87545
Location County: Los Alamos
Location Congressional Dist: 3

Ingrant

Grantor: LOS ALAMOS PUBLIC SCHOOLS
Lease Authority: Independent Statutory
Grantee: LOS ALAMOS NATIONAL SECURITY,
Initial Date: 10/21/2014
Effective Date: 10/21/2014
Expiration Date: 09/30/2019
Contract No: 318118
Annual Rent: \$ 1,200.00
Other Cost: \$ 0.00
Renewal Rent Next:
Grantee Cancel Rights: Yes
Grantor Cancel Rights: Yes

Dimensions/Cost/Maintenance

Size: 0.01 ACRES
Total Adjustments: \$ 0.00
Operating Cost:
Grounds Cost: \$ 0

Attachment 3

Subcontract No. 318122 – License Agreement with Private Parties

License Agreement

Subcontractor: Cindy Martinez
Address: 9 El Callejon
Santa Fe, NM 87506
Contact: Cindy Martinez
Telephone: 505-667-0946
Facsimile: 505-665-1812
E-mail: cindymtz@lanl.gov
D-U-N-S No.: N/A

Subcontract No.: 318122
NAICS Code: 221122

This License Agreement ("Agreement"), effective on the date of signature by the last party to sign, is hereby made and entered into by and between Los Alamos National Security, LLC (CONTRACTOR) and the above named SUBCONTRACTOR.

- 1. License.** Subject to the terms and conditions of this Agreement, SUBCONTRACTOR grants a license to CONTRACTOR to install, operate, inspect and maintain air monitoring equipment ("Equipment") on SUBCONTRACTOR's property commonly known as #234 El Rancho ("Licensed Premises"), at a location that is mutually acceptable to both parties.
- 2. Payment.** CONTRACTOR shall pay SUBCONTRACTOR One Hundred Dollars (\$100) per month for this license. Payment is due on or before the end of each month that the Equipment is in place.
- 3. Utilities.** SUBCONTRACTOR will provide electricity to operate the Equipment at no additional cost and CONTRACTOR is granted the license to run an underground electric line from the closest source of electricity to the Equipment. The Equipment has normal electricity fittings and fixtures. If CONTRACTOR desires to install any additional fittings and fixtures, subject to first obtaining SUBCONTRACTOR's written approval, CONTRACTOR will be responsible for all costs of installation and compliance with applicable statutes, rules and regulations. CONTRACTOR shall remove such fittings and fixtures within thirty (30) days of the termination of this Agreement.
- 4. Site Access.** CONTRACTOR will have 24 hours per day, 7 days per week site access to all Equipment for the purposes of this Agreement.
- 5. Applicable Law and Regulations.** CONTRACTOR will comply with all applicable health, safety, and environmental laws, directives, ordinances, regulations or statutes applicable to this Agreement. This Agreement shall be governed by the laws of the State of New Mexico.
- 6. Notice of Unsafe Conditions.** SUBCONTRACTOR shall give CONTRACTOR advance notice of any unsafe conditions that, to the best of SUBCONTRACTOR's knowledge, may exist on the property.
- 7. Use of Licensed Premises.** CONTRACTOR shall not have exclusive use of the Licensed Premises; SUBCONTRACTOR will have the right to use the Licensed Premises for any purpose that does not interfere with CONTRACTOR's license. Nothing in this Agreement shall be deemed to grant a real property lease to CONTRACTOR.
- 8. Maintenance of Premises.** CONTRACTOR shall maintain the Licensed Premises in good condition. On the expiration of the term of this Agreement or earlier termination thereof, CONTRACTOR shall hand over vacant and peaceful possession of the Licensed Premises to SUBCONTRACTOR in the same condition in which the premises now exist, subject to normal wear and tear.
- 9. Liability.** CONTRACTOR shall be responsible for all claims, liabilities, losses, and damages in favor of third parties, including claims for costs and attorneys' fees, arising out of any actual or alleged

personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the negligent or willful acts or omissions of CONTRACTOR, its subcontractors or of anyone acting under its direction or control, or on its behalf in connection with this Agreement. SUBCONTRACTOR shall not be liable for any damage, injury, theft, claim or other basis for liability to third parties in connection with this Agreement, except to the extent that such damage, injury or theft arises from the negligent or willful acts or omissions of SUBCONTRACTOR or SUBCONTRACTOR's invitees.

10. **Sale of SUBCONTRACTOR's Property.** SUBCONTRACTOR shall notify CONTRACTOR within ten (10) days of any sale, foreclosure, or other transfer of title of the property where the Licensed Premises are located.
11. **Assignment.** CONTRACTOR is not entitled to transfer the benefits of this Agreement to anyone else or allow anyone else to occupy the Licensed Premises or any part thereof. However, CONTRACTOR may, without notice to SUBCONTRACTOR, assign or transfer its rights and responsibilities under this Agreement to a follow-on prime contractor at LANL, if the current prime contract between CONTRACTOR and DOE/NNSA to manage and operate LANL is not renewed or extended, and only if the follow-on prime contractor agrees to be bound by the terms of this Agreement.
12. **Notices.** Any notice from CONTRACTOR to SUBCONTRACTOR shall be sent by email to cindymtz@lanl.gov or by regular U.S. mail to Cindy Martinez, 9 El Callejon, Santa Fe, NM 87506. Any notice from SUBCONTRACTOR to CONTRACTOR shall be sent by email to tlv@lanl.gov or by regular U.S. mail to Terri Villareal, Los Alamos National Security, Los Alamos National Laboratory, P.O. Box 1663, Mail Stop D442, Los Alamos, NM 87545.
13. **Modification.** No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon a party unless in writing signed by both parties.
14. **Agreement Headings.** All Article headings have been inserted for convenience of reference only and shall in no way affect the interpretation of any of the provisions of this Agreement.
15. **Term of the Agreement.** The term of this Agreement, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this Agreement, is 24 months commencing on October 1, 2014 and ending on September 30, 2016.
16. **Termination.** Either party may terminate the Agreement after thirty (30) days written notice to the other party.
17. **Entire Agreement and Severability.** This Agreement embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein. This Agreement shall be binding upon the parties hereto, their respective successors and assigns. In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.
18. **Disputes.** If a dispute arises that cannot be resolved at the lowest levels with appropriate designated authority, the dispute shall be presented to the next higher level of management for resolution. The Parties shall, in good faith, attempt to resolve disputes at the lowest possible level. In the event the Parties are unable to resolve their disputes informally, the Parties may take any necessary legal actions in the First Judicial District Court, County of Los Alamos, State of New Mexico.

For the CONTRACTOR:

By: Terri Villareal
Name: Terri Villareal
Title: Subcontract Administrator
Date: 1/15/15

For the SUBCONTRACTOR:

By: Cindy Martinez
Name: Cindy Martinez
Title: _____
Date: January 15 '15

Modification Number 3

SUBCONTRACTOR: Cindy Martinez
Address: 9 El Callejon
Santa Fe, NM 87506-7226
Contact: Cindy Martinez
Telephone: 505-667-0946
E-mail: cindymtz@lanl.gov

CONTRACTOR: Los Alamos National Security, LLC
Address: P.O. Box 1663, MS D442
Los Alamos, NM 87544
Subcontract Administrator: Arthur Dillon
Telephone: 505-667-4538
E-mail: adillon@lanl.gov

SUBCONTRACTOR ☒ is ☐ is not required to sign this modification.

The subcontract between CONTRACTOR and SUBCONTRACTOR is modified as described herein. Except as modified, all other terms and conditions remain unchanged and in full force and effect. This modification is effective on the date of signature by the last party to sign.

MODIFICATION

1. Modification No. 3 is written to extend this Agreement through September 30, 2019.

License Agreement 318122, Article 15, Term of the Agreement, is revised as follows:
"The term of this Agreement, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this Agreement, is sixty (60) months commencing on October 1, 2014 and ending on September 30, 2019."

The undersigned personally assert that they are authorized to execute this modification on behalf of the parties.

For SUBCONTRACTOR:

By: Cynthia (Cindy) Martinez
Name: Cindy Martinez
Title: Subcontractor
Date: 8-29-2018

For CONTRACTOR:

By: Arthur Dillon
Name: Arthur Dillon
Title: Subcontract Administrator
Date: 8-29-2018

Facilities Information Management System Ingrant Land Complete Information Report

Field Office: 02 Los Alamos Field Office

Site: 02001 Los Alamos National Laboratory - NNSA

Area: 002 Los Alamos National Laboratory

Property ID

Property Name

Usage Code

Ownership

318122

EL RANCHO AIRNET STATION #234

80 Other Land

Contractor License

Property

Real Property Unique ID: 218666
 Alternate Name: AIRNET STATION #234 -EL
 HQ Program Office: NNSA
 Status: Active Land
 Status Date:
 Outgrant Indicator: No
 Mission Dependency: Not Mission Dependent
 Core Capability - 1: C12 Support of Other Mission / Program Capability
 Using Organization: Department of Energy
 Estimated Disposition Year: 8888
 Main Location: TA-3 SM
 Location City/State/Zip: Los Alamos NM 87545
 Location County: Los Alamos
 Location Congressional Dist: 3

Ingrant

Grantor: CINDY MARTINEZ
 Lease Authority: Independent Statutory
 Grantee: LOS ALAMOS NATIONAL SECURITY,
 Initial Date: 10/21/2014
 Effective Date: 10/21/2014
 Expiration Date: 09/30/2019
 Contract No: 318122
 Annual Rent: \$ 1,200.00
 Other Cost: \$ 0.00
 Renewal Rent Next:
 Grantee Cancel Rights: Yes
 Grantor Cancel Rights: Yes

Dimensions/Cost/Maintenance

Size: 0.01 ACRES
 Total Adjustments: \$ 0.00
 Operating Cost:
 Grounds Cost: \$ 0

Attachment 4

Subcontract No. 318123 – License Agreement with Private Business

LA (Rev. 0, 11/17/14)

License Agreement

License Agreement

Subcontractor: J & L Self Storage and Vans LLC **Subcontract No.:** 318123
Address: 3807 Gold Street, Apt. 10
Los Alamos, NM 87544
Contact: Cheryl Sandoval
Telephone: 505-862-5430
Facsimile: 505-662-2122
E-mail: jlstorage@gmail.com
D-U-N-S No.: 058213497 **NAICS Code:** 221122

This License Agreement ("Agreement"), effective on the date of signature by the last party to sign, is hereby made and entered into by and between Los Alamos National Security, LLC (CONTRACTOR) and the above named SUBCONTRACTOR.

1. **License.** Subject to the terms and conditions of this Agreement, SUBCONTRACTOR grants a license to CONTRACTOR to install, operate, inspect and maintain all monitoring equipment ("Equipment") on SUBCONTRACTOR's property commonly known as #166 McDonalds - 1265 Trinity Drive ("Licensed Premises"), at a location that is mutually acceptable to both parties.
2. **Payment.** CONTRACTOR shall pay SUBCONTRACTOR One Hundred Dollars (\$100) per month for this license. Payment is due on or before the end of each month that the Equipment is in place.
3. **Utilities.** SUBCONTRACTOR will provide electricity to operate the Equipment at no additional cost and CONTRACTOR is granted the license to run an underground electric line from the closest source of electricity to the Equipment. The Equipment has normal electricity fittings and fixtures. If CONTRACTOR desires to install any additional fittings and fixtures, subject to first obtaining SUBCONTRACTOR's written approval, CONTRACTOR will be responsible for all costs of installation and compliance with applicable statutes, rules and regulations. CONTRACTOR shall remove such fittings and fixtures within thirty (30) days of the termination of this Agreement.
4. **Site Access.** CONTRACTOR will have 24 hours per day, 7 days per week site access to all Equipment for the purposes of this Agreement.
5. **Applicable Law and Regulations.** CONTRACTOR will comply with all applicable health, safety, and environmental laws, directives, ordinances, regulations or statutes applicable to this Agreement. This Agreement shall be governed by the laws of the State of New Mexico.
6. **Notice of Unsafe Conditions.** SUBCONTRACTOR shall give CONTRACTOR advance notice of any unsafe conditions that, to the best of SUBCONTRACTOR's knowledge, may exist on the property.
7. **Use of Licensed Premises.** CONTRACTOR shall not have exclusive use of the Licensed Premises; SUBCONTRACTOR will have the right to use the Licensed Premises for any purpose that does not interfere with CONTRACTOR's license. Nothing in this Agreement shall be deemed to grant a real property lease to CONTRACTOR.
8. **Maintenance of Premises.** CONTRACTOR shall maintain the Licensed Premises in good condition. On the expiration of the term of this Agreement or earlier termination thereof, CONTRACTOR shall hand over vacant and peaceful possession of the Licensed Premises to SUBCONTRACTOR in the same condition in which the premises now exist, subject to normal wear and tear.
9. **Liability.** CONTRACTOR shall be responsible for all claims, liabilities, losses, and damages in favor of third parties, including claims for costs and attorneys' fees, arising out of any actual or alleged

LA (Rev. 0, 11/17/14)

License Agreement

personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the negligent or willful acts or omissions of CONTRACTOR, its subcontractors or of anyone acting under its direction or control, or on its behalf in connection with this Agreement. SUBCONTRACTOR shall not be liable for any damage, injury, theft, claim or other basis for liability to third parties in connection with this Agreement, except to the extent that such damage, injury or theft arises from the negligent or willful acts or omissions of SUBCONTRACTOR or SUBCONTRACTOR's invitees.

10. **Sale of SUBCONTRACTOR's Property.** SUBCONTRACTOR shall notify CONTRACTOR within ten (10) days of any sale, foreclosure, or other transfer of title of the property where the Licensed Premises are located.
11. **Assignment.** CONTRACTOR is not entitled to transfer the benefits of this Agreement to anyone else or allow anyone else to occupy the Licensed Premises or any part thereof. However, CONTRACTOR may, without notice to SUBCONTRACTOR, assign or transfer its rights and responsibilities under this Agreement to a follow-on prime contractor at LANL, if the current prime contract between CONTRACTOR and DOE/NSA to manage and operate LANL is not renewed or extended, and only if the follow-on prime contractor agrees to be bound by the terms of this Agreement.
12. **Notices.** Any notice from CONTRACTOR to SUBCONTRACTOR shall be sent by email to jstoragenm@gmail.com or by regular U.S. mail to Cheryl Sandoval, J & L Storage and Vans LLC, 3807 Gold Street, Apt. 10, Los Alamos, NM 87544. Any notice from SUBCONTRACTOR to CONTRACTOR shall be sent by email to tlv@lanl.gov or by regular U.S. mail to Terri Villareal, Los Alamos National Security, Los Alamos National Laboratory, P.O. Box 1663, Mail Stop D442, Los Alamos, NM 87545.
13. **Modification.** No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon a party unless in writing signed by both parties.
14. **Agreement Headings.** All Article headings have been inserted for convenience of reference only and shall in no way affect the interpretation of any of the provisions of this Agreement.
15. **Term of the Agreement.** The term of this Agreement, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this Agreement, is 24 months commencing on October 1, 2014 and ending on September 30, 2016.
16. **Termination.** Either party may terminate the Agreement after thirty (30) days written notice to the other party.
17. **Entire Agreement and Severability.** This Agreement embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein. This Agreement shall be binding upon the parties hereto, their respective successors and assigns. In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.
18. **Disputes.** If a dispute arises that cannot be resolved at the lowest levels with appropriate designated authority, the dispute shall be presented to the next higher level of management for resolution. The Parties shall, in good faith, attempt to resolve disputes at the lowest possible level. In the event the Parties are unable to resolve their disputes informally, the Parties may take any necessary legal actions in the First Judicial District Court, County of Los Alamos, State of New Mexico.

LA (Rev. 0, 11/17/14)

License Agreement

For the CONTRACTOR:

For the SUBCONTRACTOR:

By: Terri Villareal
Name: Terri Villareal
Title: Subcontract Administrator
Date: 1/21/15

By: Chege Scindoral
Name: Chege Scindoral
Title: Office Administrator
Date: 1/21/15

Mod WO-ROC (Rev. 5, 12/21/10)

Modification Without Release of Claims

Modification Number 4

SUBCONTRACTOR: J&L Storage and Vans, LLC
Address: 3807 Gold St., Apr. 10
Los Alamos, NM 87544-4401
Contact: Geniece Courtright
Telephone: 505-882-5430
E-mail: jlstoragenm@gmail.com

CONTRACTOR: Los Alamos National Security, LLC
Address: P.O. Box 1663, MS D442
Los Alamos, NM 87544
Subcontract Administrator: Arthur Dillon
Telephone: 505-867-4538
E-mail: adillon@lanl.gov

SUBCONTRACTOR ☒ is ☐ is not required to sign this modification.

The subcontract between CONTRACTOR and SUBCONTRACTOR is modified as described herein. Except as modified, all other terms and conditions remain unchanged and in full force and effect. This modification is effective on the date of signature by the last party to sign.

MODIFICATION

1. Modification No. 4 is written to extend this Agreement through September 30, 2019.

License Agreement 318123, Article 15, Term of the Agreement, is revised as follows:
"The term of this Agreement, unless sooner reduced, terminated or extended in accordance with the terms and conditions of this Agreement, is sixty (60) months commencing on October 1, 2014 and ending on September 30, 2019."

The undersigned personally assert that they are authorized to execute this modification on behalf of the parties.

For SUBCONTRACTOR:

By: Name: Geniece CourtrightTitle: Office ManagerDate: 9/4/18

For CONTRACTOR:

By: Name: Arthur DillonTitle: Subcontract AdministratorDate: 8-29-2018

U.S. Department of Energy
Facilities Information Management System
Owned / Withdrawn Land Complete Information Report

01/07/2019

Field Office: 02 Los Alamos Field Office

Site: 02001

Los Alamos National Laboratory - Area: 002 Los Alamos National

<u>Property ID</u>	<u>Property Name</u>	<u>Ownership</u>	<u>Excess Ind/Date</u>
--------------------	----------------------	------------------	------------------------

0110515-07

LOS ALAMOS NATIONAL LAB

DOE Owned

No

Property

Real Property Unique ID: 84505
Alternate Name: LOS ALAMOS NATIONAL LAB
Usage Code: 70 Research And Development
HQ Program Office: NNSA
Ownership: DOE Owned
Outgrant Indicator: Yes
Asset Type: 401 Land
Reporting Source: NS9 NNSA
Mission Dependency: Not Mission Dependent
Core Capability - 1: C13 Federal Management and Oversight

Status: Active Land
Status Date:
Using Organization: Department of Energy
Estimated Disposition Year: 8888
Historic Designation: Not Evaluated
Main Location: TA-3 SM-30, Bikini Atoll Road
Location City: Los Alamos
Location State: NM
Location Zip: 87545
Location County: Los Alamos
Location Congressional Dist: 3
Year Acquired: 1943

Dimensions/Cost/Maintenance

Size: 24,180.770 ACRESInitial Acquisition Cost: \$ 406,635.71Capitalized: YesEstimate: NoTotal Adjustments:Operating Cost:Grounds Cost: \$ 0

Notes

Notes: (limit 5000 characters)

INITIAL NOTES ARE FILED UNDER THE TAB "DOCUMENTS" UP THROUGH 12/17/2015. UPDATED DERP52-M2NA2953 EXPIRATION DATE TO 04/30/2017 PER PHOLLAND. LAND (0.059 ACRES) WERE XFERRED TO LAC ON 09/05/2001 WITH PHOLLAND APPROVAL ON EMAIL 01/07/2016. NEW OUTGRANT LASS AND DUCT BANK - RECEIPT TYPE-GRANTEE IS A LOCAL GOVT ENTITY THEREFORE CONSIDERATION IS WAIVED. UPDATED OUTGRANT ACRES, EFFECTIVE DATE AND EXPIRATION DATE PER PAUL HOLLAND, LASO SUBMITTED AN EMAIL DATED: 11/29/2017. NOTE: THIS LEASE HAS AN OPTION FOR ONE 25 YEAR RENEWAL. LEASE EXPIRED AND WAS SUPERCEDED BY DERP52-M17NA10783 IN MAY 2017. A-16-A QUITCLAIM DEED ON 01/08/2018 TRANSFERRED 29.72 ACRES TO LA COUNTY. UPDATED ACQ COST PER CFO PLANT/LASO-MALS ON 06/11/2018 BY FIGURING COST PER ACRE AND * ACRES AFTER THE DEDUCTION OF ACRES XFERRED TO LAC.AFTER THE DEDUCTION OF ACRES XFERRED TO LAC. UPDATED INITIAL ACQUISITION COST AND ACREAGE FOR EM TRANSFER PER PAUL HOLLAND, LASO-MALS SUBMITTED ON EMAIL DATED 07/30/2018. UPDATED OUTGRANT TYPE FOR AGREEMENT NUMBER: DE-RL52-M15NA70116, UPDATED GRANTOR CANCELLATION RIGHTS FOR AGREEMENT NUMBER: DERP-M1NA27945, UPDATED GRANTEE AND GRANTEE CANCELLATION RIGHTS FOR AGREEMENT NUMBER: M17NA70172 AND DELETED AGREEMENT NUMBER: DERP52-M2NA27963 PER PAUL HOLLAND, LASO-MALS, SUBMITTED AN EXCEL SPREADSHEET EMAIL DATED: 09/20/2018. ALSO ENTERED NEW AGREEMENT NUMBERS PER PAUL HOLLAND, LASO-MALS, SUBMITTED AN EXCEL SPREADSHEET EMAIL DATED: 09/20/2018. LICENSE AGREEMENT 318123 AIRNET STATION #166 McDONALDS - 1265 TRINITY DRIVE AND LICENSE AGREEMENT 318114 AIRNET STATIONS #137 WELL PM-1 - INTERSECTION OF HIGHWAY NM-4 AND EAST JEMEZ ROAD. POWER FROM POLE 1395, #151 ROYAL CREST - 95 METERS SSE OF END OF ROYAL CREST LANE. POWER FROM POLE 2646 (NOTE: METAL POLE LABEL IS DAMAGED), #172 LOS ALAMOS LANDFILL - 100 METERS WEST OF LOS ALAMOS COUNTY ECO-STATION ON E. JEMEZ RD. POWER FROM POLE 229 AND #395 EAST GATE TANK - SOUTH SIDE OF STATE ROAD NM-502, ACROSS FROM EASTGATE DRIVE. POWER FROM POLE 478 WERE PLACED ON LANL LAND PER RICARD GONZALES, JEPROC AND LICENSE AGREEMENTS WITH AIRNET STATION NUMBERS WERE PROVIDED BY DAVE FUEHNE, EPC-CP ON EMAIL DATED 12/10/2018.

Save

Close

Attachment 5

Airnet Cost Estimate – estimate for monthly fee under existing subcontracts

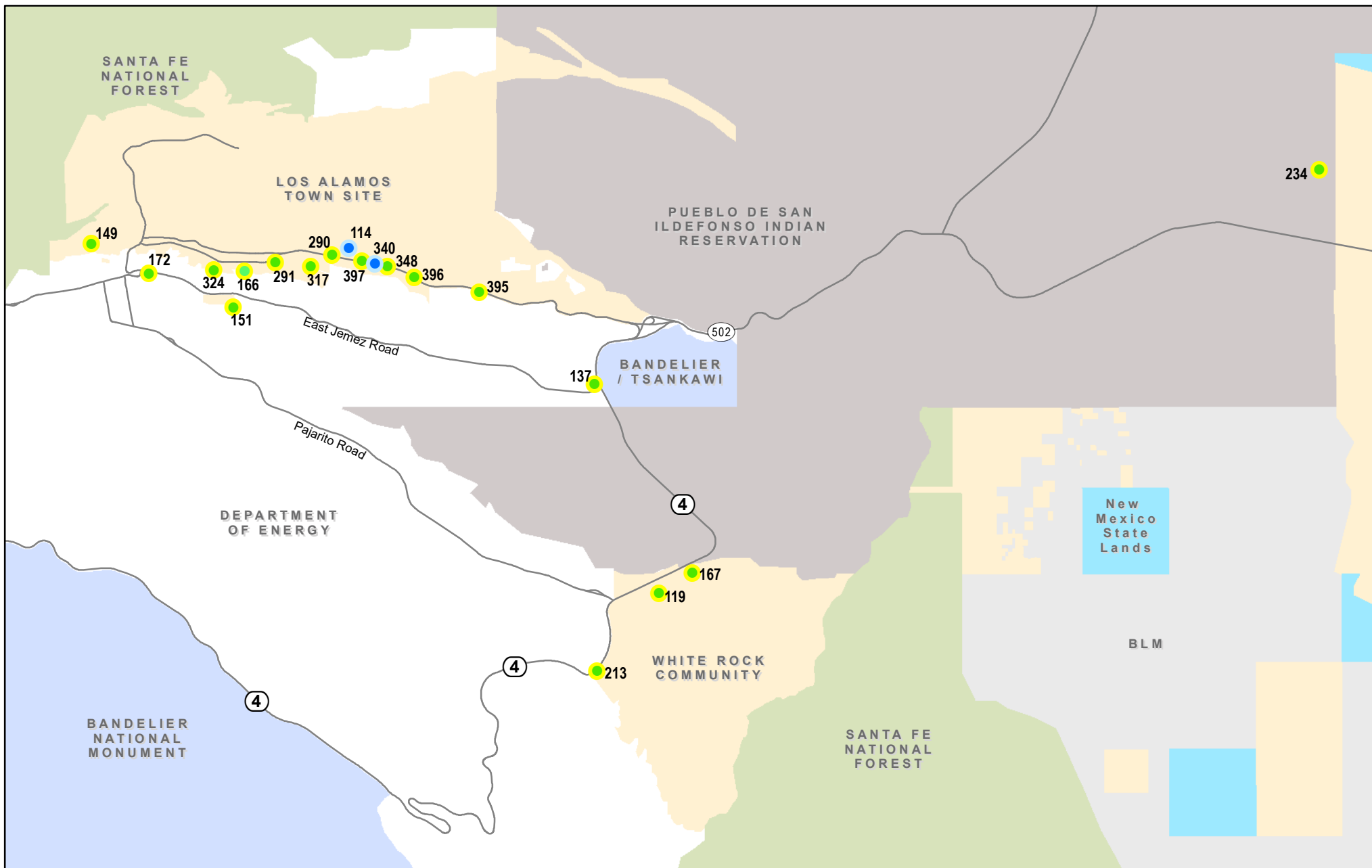
Calculating cost of power use for one Airnet pump.	
-Dave Fuehne, 7/2/2018; updated 8/21/2018	
Airnet pumps	
GAST model 1023-1010 pump	
repair kits = K479	
pump specs	http://gastmfg.com/products/compressors-and-pumps/rotary-vanes-motor-mounted/1023
0.75 HP	
0.56 kW electrical power draw	
24 hrs/day	
31 days/month max	
744 hrs/month	
416.64 kW-hrs per month	
0.1142 dollars per kilowatt-hour - residential rate for Los Alamos County	
commercial rates vary between \$0.0763 and \$0.1142 per kW-hr	
https://www.losalamosnm.us/government/departments/utilities/rates___fees/	
multiply kW-hrs used by electrical rate to get cost per month.	
\$ 47.58 per month utilities only	
\$22 per month service charge.	
Same web site from LA County - fixed charge of \$22 per meter added per month.	
\$ 69.58 per month, electrical service rate + service charge	
LANL pays electricity providers \$100 per month; this includes the electricity costs as above,	
plus 24/7 access to stations, plus inconvenience of hosting a noisy station	
on their property.	
Double-check by back-calculating amp draw; kW = volts*amps*(1 kW/1000W)	
0.56 kW	
120 V	
4.67 amp steady-state;	
7-10 amp startup per Shannon	
makes sense. Above calc is correct.	

Appendix A

Overall Figure of LANL Airnet stations subject to licensing agreement renewal (current and proposed)

Individual Monitoring Station aerial photographs:

Station numbers: 114, 119, 137, 149, 151, 166, 167, 172, 213, 234, 290, 291, 317, 324, 340, 348, 395, 396, 397



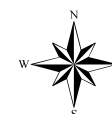
Legend

- Airnet License Agreement Stations
- Proposed Airnet Stations

Airnet Sites Overview

0 1 2 Miles

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.



Map Number: 19-068-03 June 10, 2019
Bethann McVicker, IFPROG

GIS Program

Los Alamos
NATIONAL LABORATORY
EST. 1943



Legend

- TA Boundaries
- Proposed Airnet Station

Airnet Site 114

0 150 300 Feet

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-114 June 10, 2019
Bethann McVicker, IFPROG



GIS Program

Los Alamos
NATIONAL LABORATORY
EST. 1943



Legend

 Airnet License Agreement Stations

Airnet Site 119

0 150 300
Feet



Map Number: 19-068-119 June 10, 2019
Bethann McVicker, IFPROG

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.





Legend

- TA Boundaries
- Airnet License Agreement Stations

Airnet Site 137

0 150 300
Feet



Map Number: 19-068-137 June 10, 2019
Bethann McVicker, IFPROG

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

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Legend

- TA Boundaries
- Airnet License Agreement Stations
- Zone 1

Airnet Site 149

0 150 300
Feet

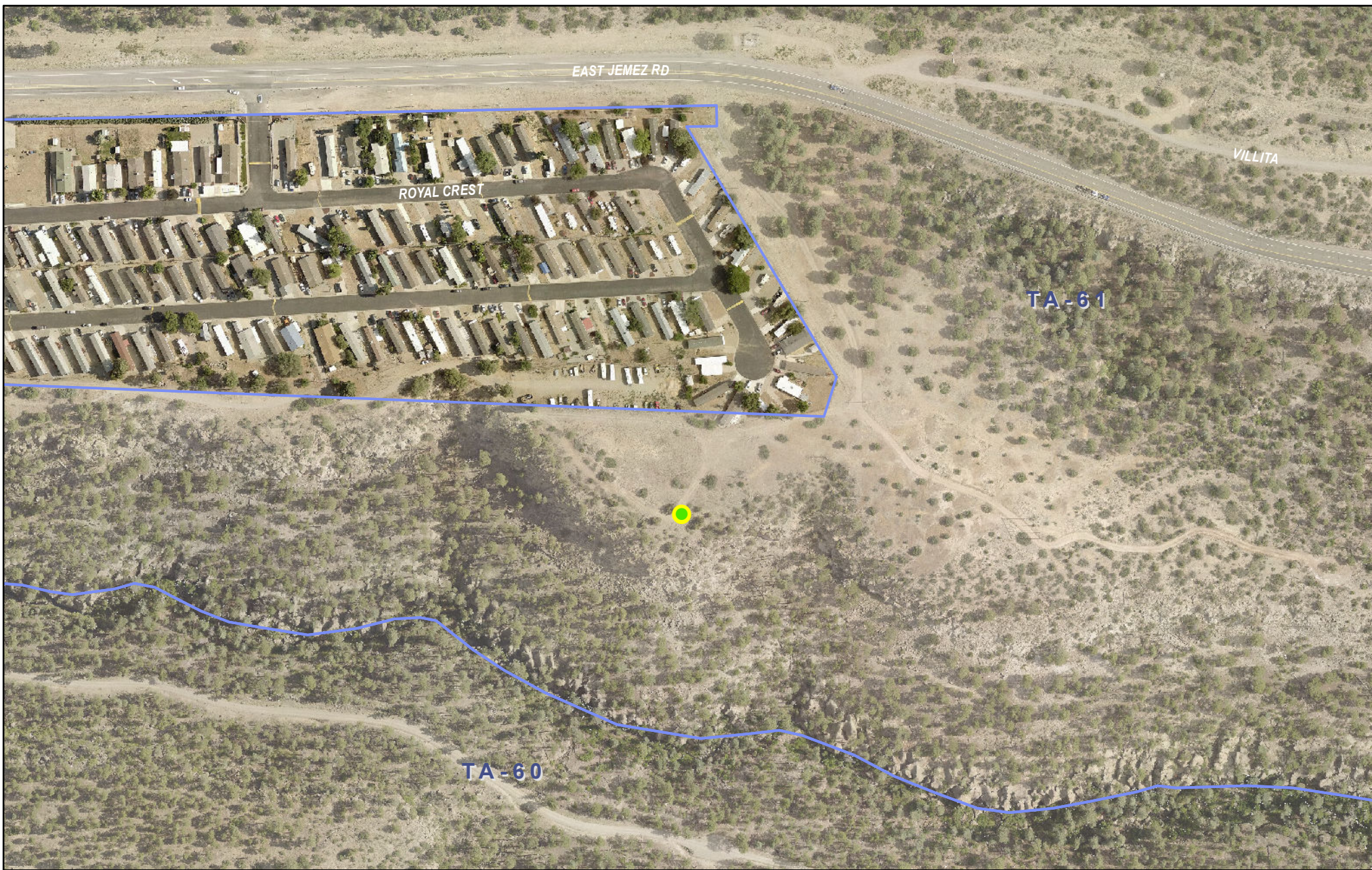


Map Number: 19-068-149 June 10, 2019
Bethann McVicker, IFPROG

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

GIS Program

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Legend

- TA Boundaries
- Airnet License Agreement Stations

Airnet Site 151

0 150 300
Feet

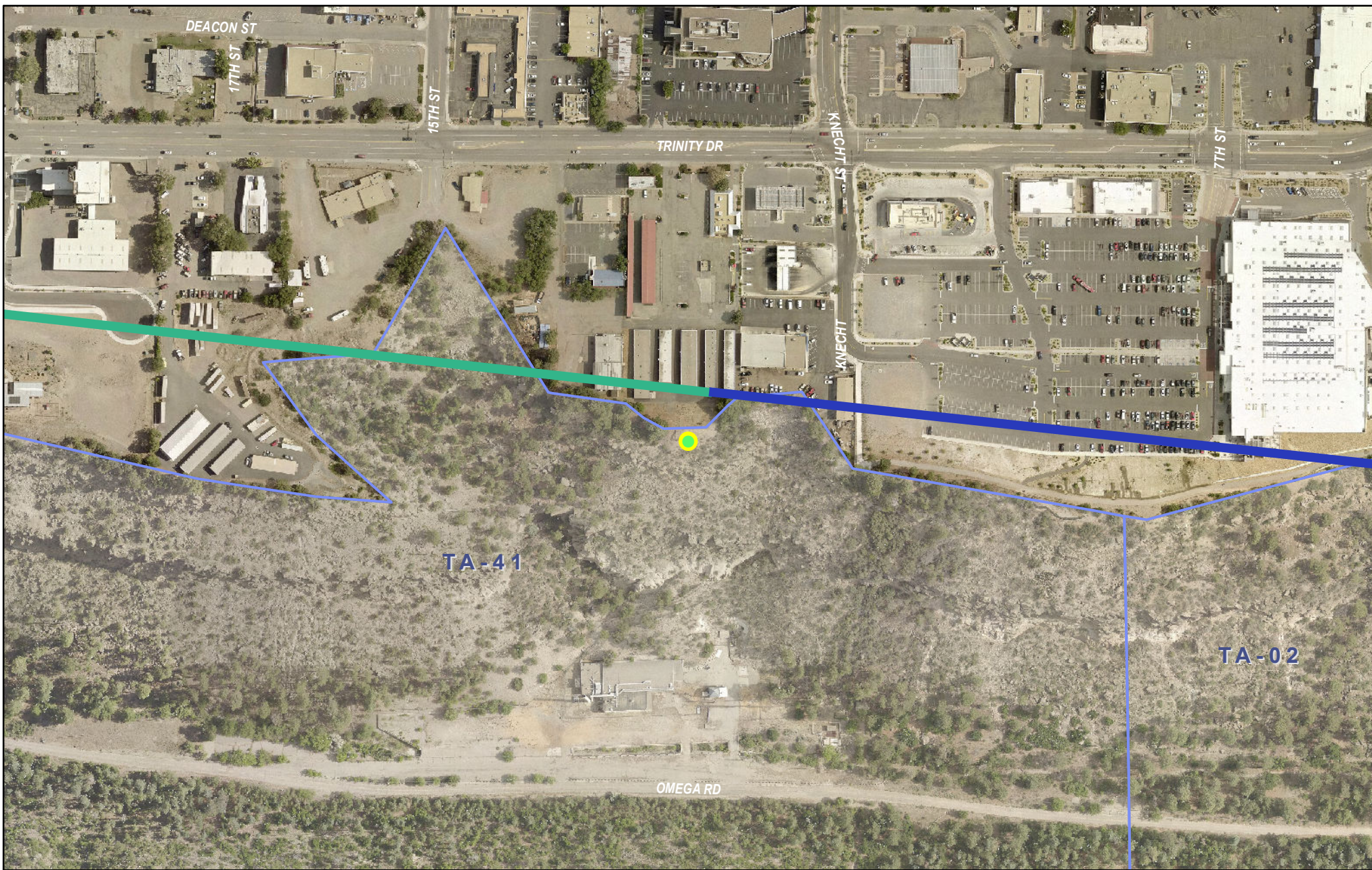
New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-151 June 10, 2019
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GIS Program

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Legend

- TA Boundaries
- Airnet License Agreement Stations
- Zone6
- Zone7

Airnet Site 166

0 150 300 Feet

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-166 June 10, 2019
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Legend

 Airnet License Agreement Stations

Airnet Site 167

0 150 300
Feet

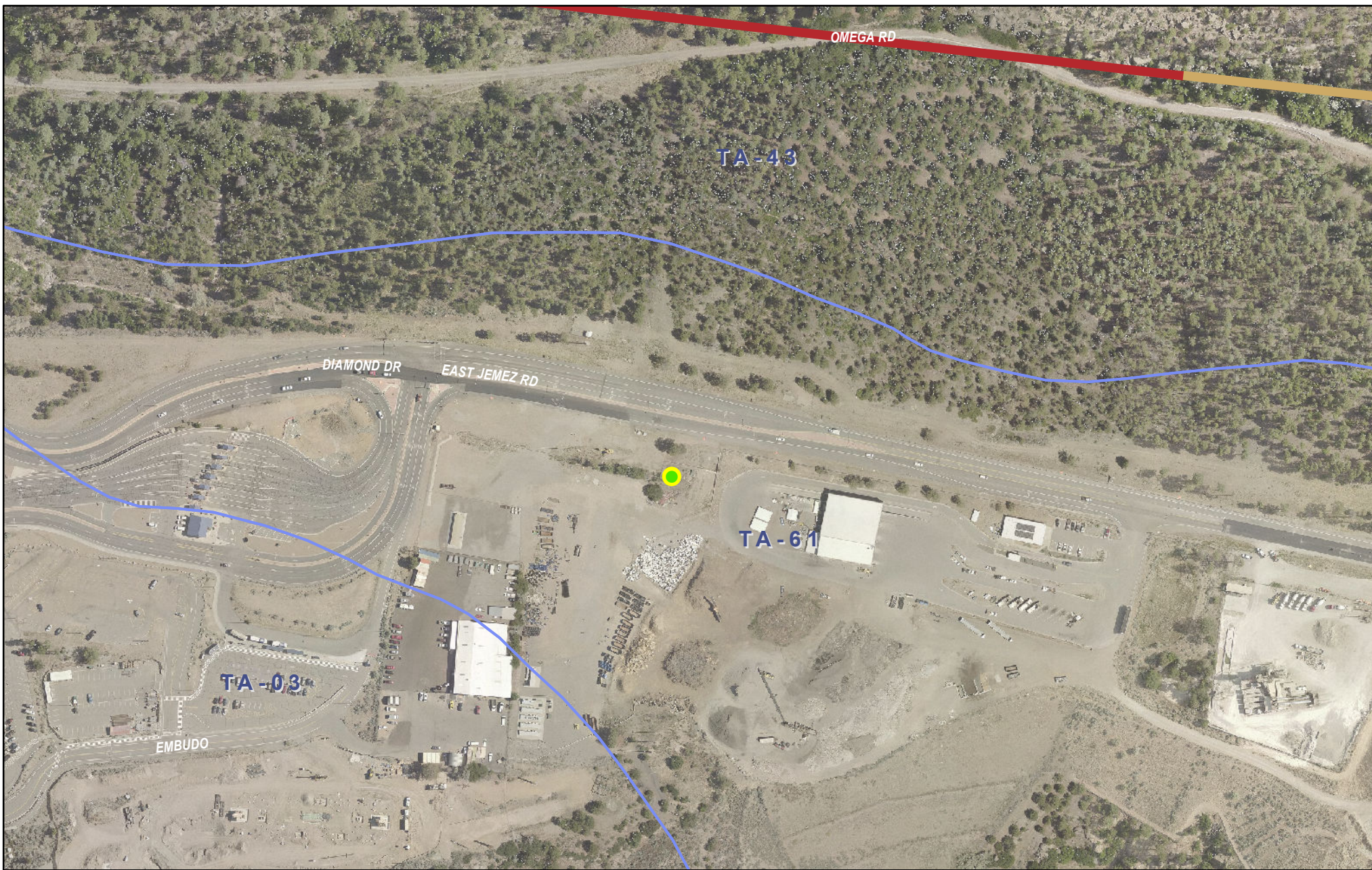
New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-167 June 10, 2019
Bethann McVicker, IFPROG



 GIS Program

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Legend

- TA Boundaries
- Airnet License Agreement Stations
- Zone3
- Zone4

Airnet Site 172

0 150 300 Feet

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-172 June 10, 2019
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GIS Program

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Legend

- TA Boundaries
- Airnet License Agreement Stations

Airnet Site 213

0 150 300
Feet

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-213 June 10, 2019
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GIS Program

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Legend

 Airnet License Agreement Stations

Airnet Site 234

0 350 700
Feet

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-234 June 10, 2019
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 GIS Program

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Legend

- TA Boundaries
- Airnet License Agreement Stations

Airnet Site 290

0 150 300 Feet

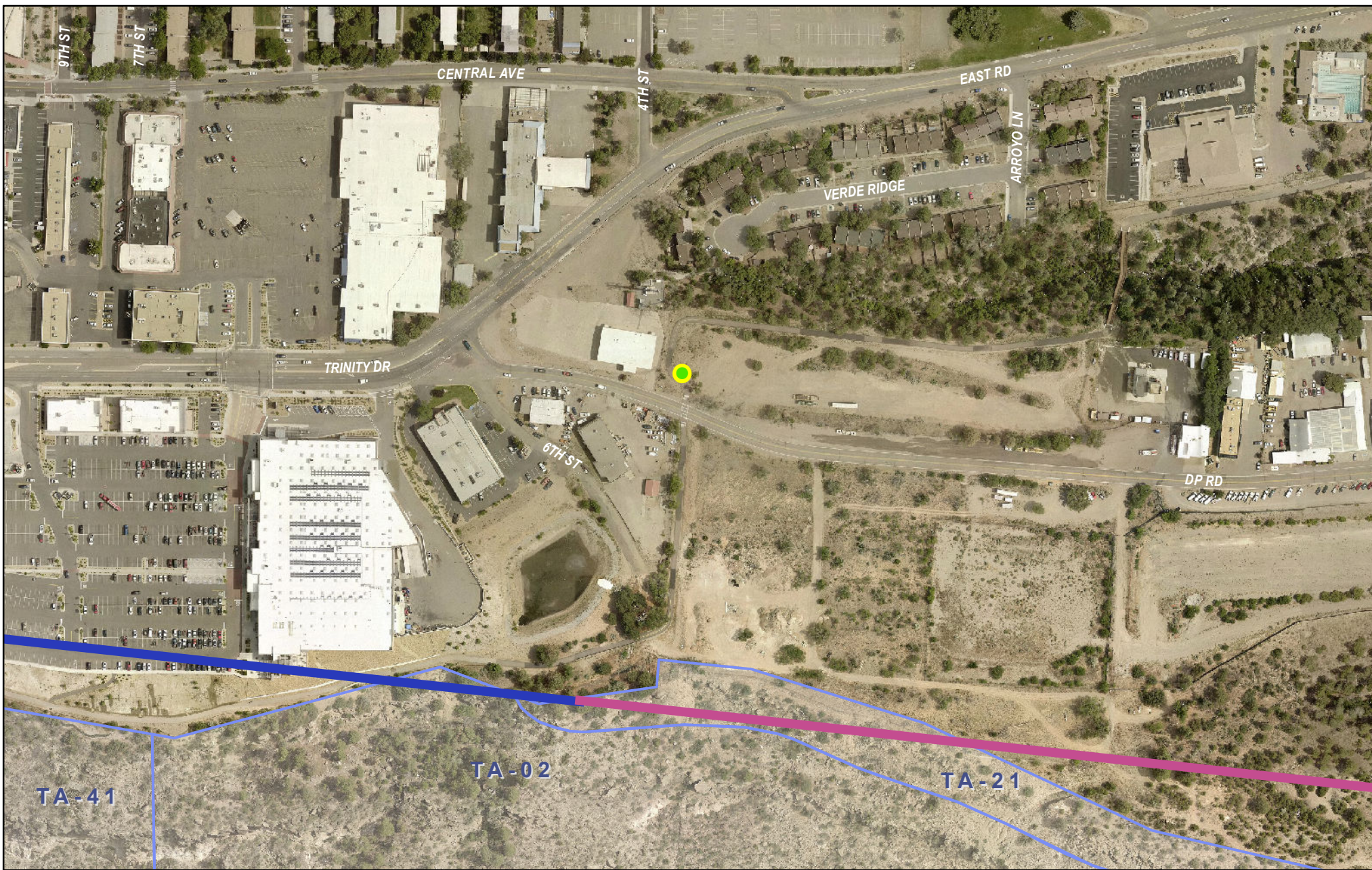
New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.



Map Number: 19-068-290 June 10, 2019
Bethann McVicker, IFPROG

GIS Program

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Legend

- TA Boundaries
- Airnet License Agreement Stations
- Zone7
- Zone8

Airnet Site 291

0 150 300 Feet

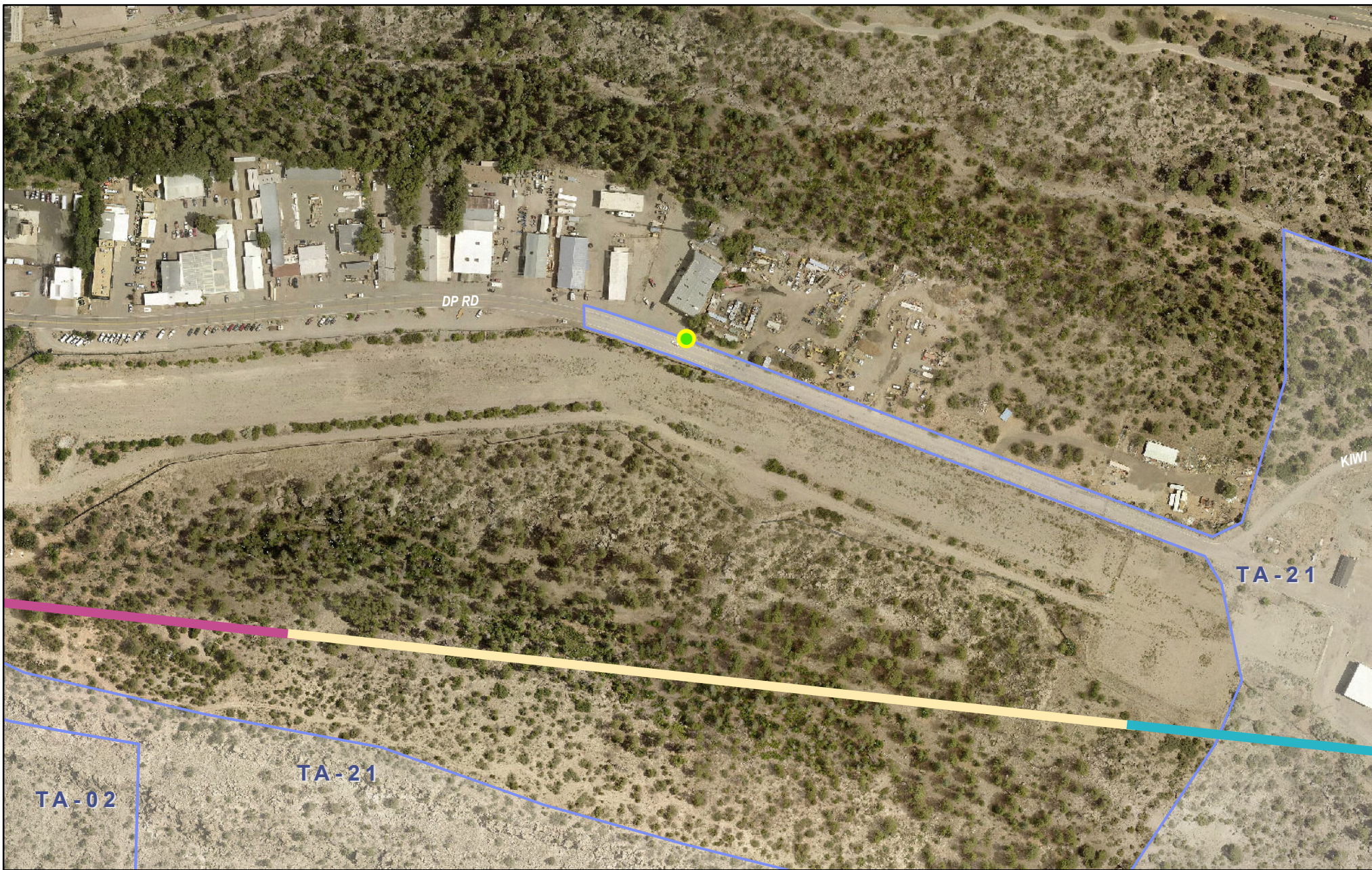
New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-291 June 10, 2019
Bethann McVicker, IFPROG



GIS Program

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Legend

- TA Boundaries
- Airnet License Agreement Stations
- Zone8
- Zone9
- Zone10

Airnet Site 317

0 150 300 Feet

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-317 June 10, 2019
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Legend

- TA Boundaries
- Airnet License Agreement Stations
- Zone5
- Zone6

Airnet Site 324

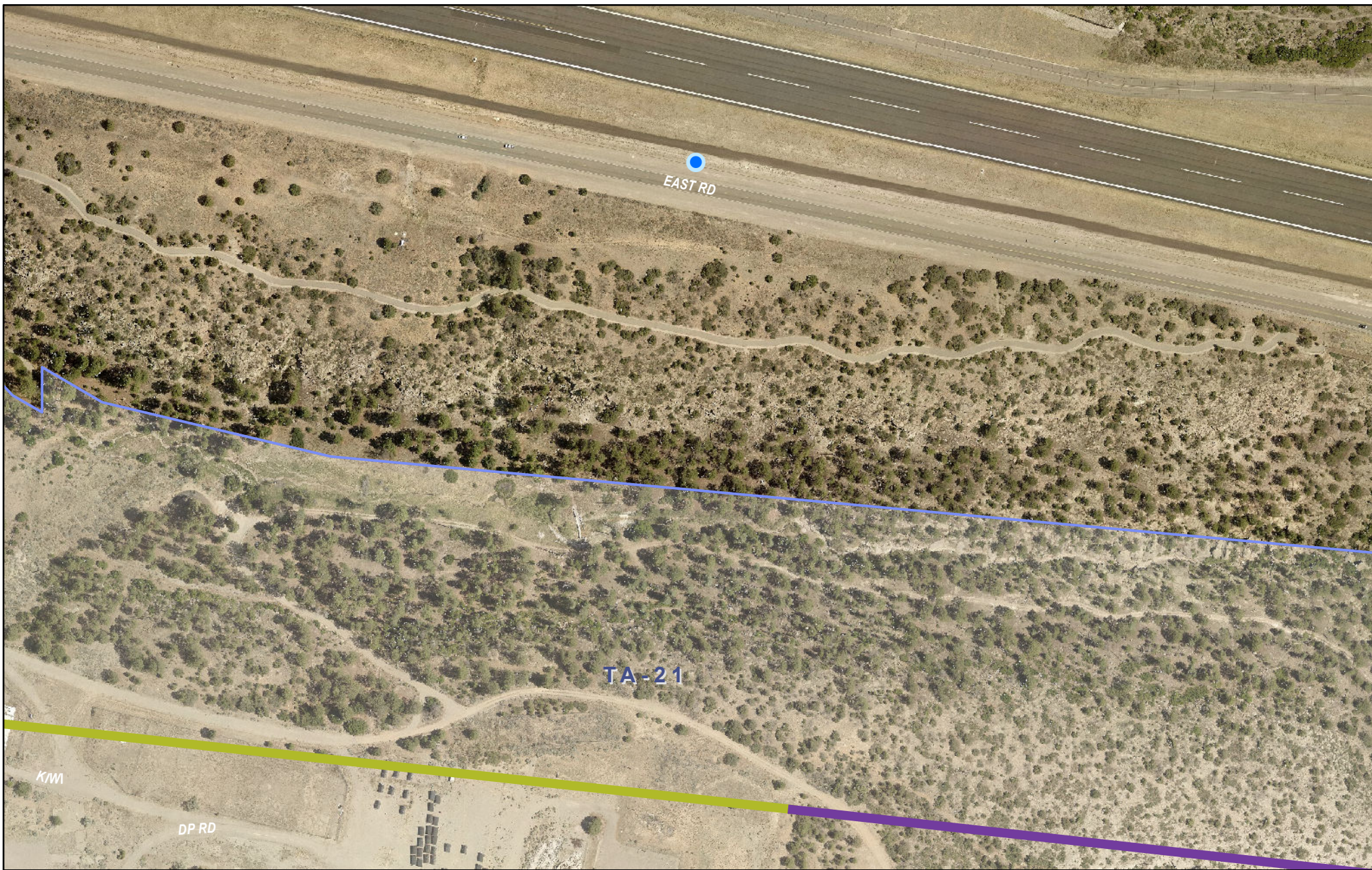
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New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.



Map Number: 19-068-324 June 10, 2019
Bethann McVicker, IFPROG





Legend

- TA Boundaries
- Proposed Airnet Stations
- Zone11
- Zone12

Airnet Site 340

0 150 300 Feet

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-340 June 10, 2019
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Legend

- TA Boundaries
- Airnet License Agreement Stations
- Zone11
- Zone12

Airnet Site 348

0 150 300 Feet

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-348 June 10, 2019
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Legend

- TA Boundaries
- Airnet License Agreement Stations
- Zone15

Airnet Site 395

0 150 300
Feet

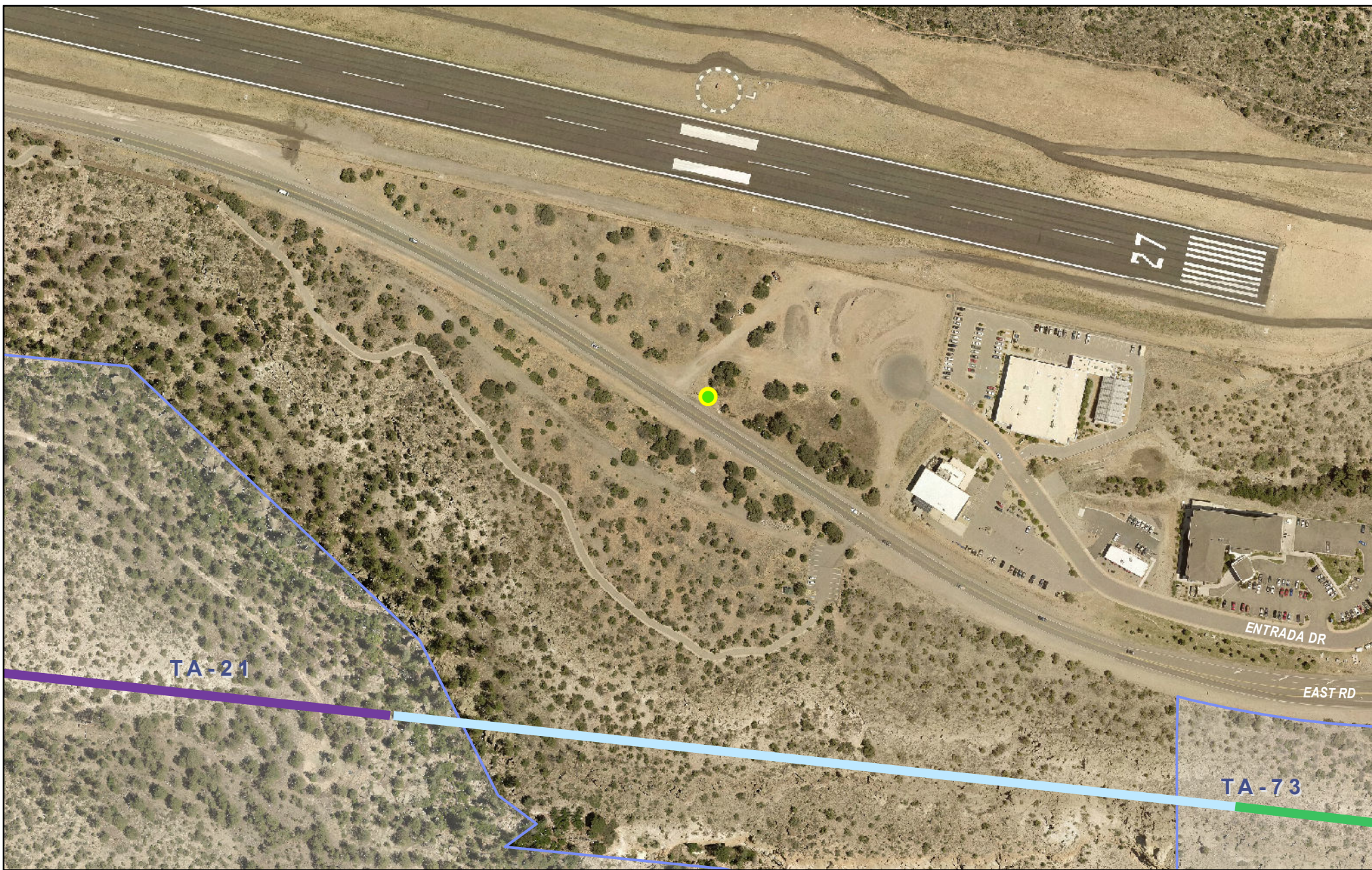
New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-395 June 10, 2019
Bethann McVicker, IFPROG



GIS Program

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Legend

- TA Boundaries
- Airnet License Agreement Stations
- Zone12
- Zone13
- Zone14

Airnet Site 396

0 150 300 Feet

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-396 June 10, 2019
Bethann McVicker, IFPROG



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Legend

- TA Boundaries
- Airnet License Agreement Stations
- Zone10
- Zone11

Airnet Site 397

0 150 300 Feet

New Mexico State Plane Coordinate System, Central Zone (3002)
North American Datum, 1983 (NAD 83), US Survey Ft.

Map Number: 19-068-397 June 10, 2019
Bethann McVicker, IFPROG



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